STATE OP CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

VLADISLAV V. SHVYRKOV,	)	
	)	
Charging Party,	)	Case No. SF-CO-22-H
	)	
v.	)	PERB Decision No. 951-H
	)	
CALIFORNIA FACULTY ASSOCIATION,	)	September 4, 1992
	)	
Respondent.	)	
	)	

Appearance: Vladislav V. Shvyrkov, on his own behalf.

Before Hesse, Chairperson, Caffrey and Carlyle, Members.

DECISION

HESSE, Chairperson: This case is before the Public Employment Relations Board (PERB or Board) on appeal by Vladislav V. Shvyrkov (Shvyrkov) of a Board agent's dismissal (attached hereto) of his charge alleging that the California Faculty Association (Association) violated section 3571.1 of the Higher Education Employer-Employee Relations Act (HEERA)[1] by failing and refusing to represent Shvyrkov in numerous grievances in violation of the Association's duty of fair representation.

[1]HEERA is codified at Government Code section 3560 et seq. Unless otherwise indicated, all statutory references herein are to the Government Code. Section 3571.1 states, in pertinent part:

> It shall be unlawful for an employee organization to:
>
> (e) Fail to represent fairly and impartially all the employees in the unit for which it is the exclusive representative.

The Board has reviewed the Board agent's warning and dismissal letters, and finding them to be free of prejudicial error, adopts them as the decision of the Board itself, consistent with the following discussion.

SHVYRKOV'S APPEAL

Shvyrkov challenges the Board agent's "fairness." He asserts that it was not fair for the Board agent to send copies of his letters to the Association without giving him the opportunity to read copies of the Association's letters sent to the Board agent. Also, Shvyrkov asserts that certain statements made by the Board agent demonstrate bias against him.

Shvyrkov also states there are approximately four inconsistencies in the warning and dismissal letters regarding the discussion of the numerous grievances.

With regard to the statute of limitations, Shvyrkov asserts that he filed his unfair practice charge on November 23, 1991, as opposed to the Board agent's statement that the unfair practice charge was filed on November 26, 1991. Assuming that the unfair practice charge was filed on November 23, 1991, Charging Party asserts that his letter to P. Worthman dated May 24, 1991 is timely.[2]

DISCUSSION

Shvyrkov questions the fairness of the Board agent, but fails to allege any facts demonstrating bias. Specifically,

[2]The Association did not file a response to Charging Party's appeal.

there are no alleged facts that the Board agent sent copies of Shvyrkov's letters to the Association without giving him the opportunity to read the Association's letters sent to the Board agent. PERB Regulation section 32620[3] specifically empowers a Board agent to "make inquiries" and "facilitate communication and the exchange of information between the parties." Further, PERB

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[3]PERB Regulations are codified at California Code of Regulations, title 8, section 31001 et seq. PERB Regulation 32620 states:

> (a) When a charge is filed, it shall be assigned to a Board agent for processing.
>
> (b) The powers and duties of such Board agent shall be to:
> (1) Assist the charging party to state in proper form the information required by section 32615;
> (2) Answer procedural questions of each party regarding the processing of the case;
> (3) Facilitate communication and exchange of information between the parties;
> (4) Make inquiries and review the charge and any accompanying materials to determine whether an unfair practice has been, or is being, committed, and determine whether the charge is subject to deferral to arbitration, or to dismissal for lack of timeliness.
> (5) Dismiss the charge or any part thereof as provided in section 32630 if it is determined that the charge or the evidence is insufficient to establish a prima facie case; or if it is determined that a complaint may not be issued in light of Government Code sections 3514.5, 3541.5 or 3563.2 or because a dispute arising under HEERA is subject to final and binding arbitration.
> (6) Issue a complaint pursuant to section 32640.
>
> (c) The respondent shall be apprised of the allegations, and may state its position on the charge during the course of the inquiries.

Regulation 32620(c) requires that the respondent be apprised of the allegations and be allowed to state its position during the investigation. Here, it appears the Board agent was following PERB regulations in facilitating communication between the parties and apprising the Association of Charging Party's allegations. Further, a March 9, 1992 letter from the Board agent to Shvyrkov apprises him of the Association's response to the unfair practice charge, and gives him an opportunity to respond. Therefore, there appears to be no prejudice to Shvyrkov.

Shvyrkov questions the Board agent's "fairness" and cites to his statement that "[T]he Association was entitled to exercise discretion in determining how far to proceed with the grievances...." Shvyrkov alleges that this statement was one he "expected to hear only from a person who was on the Association payroll." As the Board agent was simply providing an accurate statement of the law, this argument has no merit. (See International Union of Operating Engineers, Local 501 (Irvin) (1991) PERB Decision No. 881-H; American Federation of State, County and Municipal Employees, Council 10 (Smith) (1990) PERB Decision No. 859-H; United Teachers of Los Angeles (Collins) (1982) PERB Decision No. 258.)

Shvyrkov next asserts that the Board agent's statement that there is no prima facie case even assuming the facts to be true shows that the Board agent will not accept his allegations. There is no rational basis for this conclusion. Rather, the

Board agent was merely making a conclusion based on the facts submitted by the Shvyrkov.

With regard to the alleged inconsistencies in the Board agent's warning and dismissal letters, it appears the Board agent was attempting to cover all the possible facts and conclusions by asserting alternative arguments based on the unfair practice charge allegations. Therefore, these alleged inconsistencies are without merit.

Finally, Shvyrkov's assertion that the unfair practice charge was filed on November 23, 1991 is simply incorrect. The unfair practice charge clearly states that the filing date is November 26, 1991. There is also a PERB date stamp indicating a receipt of November 26, 1991. Further, the proof of service attached to the unfair practice charge shows that the unfair practice charge was mailed on November 25, 1991. As all of the evidence demonstrates that the unfair practice charge was filed on November 26, 1991, this argument has no merit.

ORDER

The unfair practice charge in Case No. SF-CO-22-H is hereby DISMISSED WITHOUT LEAVE TO AMEND.

Members Caffrey and Carlyle joined in this Decision.

PUBLIC EMPLOYMENT RELATIONS BOARD

San Francisco Regional Office
177 Post Street, Suite 900
San Francisco, CA 94108-4737
(415) 557-1350

June 9, 1992

Vladislav V. Shvyrkov
536 Oasis Drive
Santa Rosa, California 94507

Re: **DISMISSAL OF UNFAIR PRACTICE CHARGE/REFUSAL TO** ISSUE **COMPLAINT**
Vladislav V. Shvyrkov v. California Faculty Association
Unfair Practice Charge No. SF-CO-22-H

Dear Mr. Shvyrkov:

The above-referenced unfair practice charge, filed on November 26, 1991, alleges that the California Faculty Association (Association) failed and refused to represent Charging Party in numerous grievances against the California State University, Sonoma (University). This conduct is alleged to violate Government Code section 3571.1 of the Higher Education Employer-Employee Relations Act (HEERA).

I indicated to you in my attached letter dated May 21, 1992 that the above-referenced charge did not state a prima facie case. You were advised that if there were any factual inaccuracies or additional facts that would correct the deficiencies explained in that letter, you should amend the charge accordingly. You were further advised that unless you amended the charge to state a prima facie case, or withdrew it prior to May 29, 1992, the charge would be dismissed.

On June 1, 1992, I granted you additional time for you to respond to my May 21, 1992 letter. I was under the impression that you would be filing an amended charge. On June 2, 1992, this office received a document from you which included an unfair practice cover sheet. However, it also contained an attached letter addressed to the Public Employment Relations Board with the term "Statement of Exceptions." The document we received appeared to be a copy of an original. The filing did not have a proof of service attached. I telephoned you on June 3, 1992 in an attempt to clarify whether you intended your filing to be treated as an amended charge (and hence something for me to consider prior to my final decision on the case) or as an appeal to the Board. You were evasive in your answers, stating in the end, "I have no answer." I then sent you a letter dated June 3, 1992, summarizing our telephone conversation and advising you that if you wanted me to consider the new allegations in the charge, you should file a proof of service within one week. On June 9, 1992, I received a copy of your letter dated June 8, 1992 addressed to

the Board. In the letter, you indicate that you will not be filing a proof of service.

Therefore, to the extent that the June 2 filing contains any new allegations, they will not be considered. In particular, the allegation that Renteria informed you that the Association's policy was to stop representing you in Grievances VI through X appears to be a new allegation. Even if considered, you have failed to allege whether the conduct occurred within six months of the filing of the charge(s) and have stated the allegation in a conclusory manner without specific supporting allegations.

In addition, I have considered the other allegations and assertions of factual inaccuracies in my May 21, 1992 letter, which you set forth in your June 2 filing. Even assuming these facts to be true, I do not find that the charge demonstrates a prima facie case.

I am therefore dismissing the charge based on the facts and reasons contained in my May 21, 1992 letter and the reasons set forth above.

Right to Appeal

Pursuant to Public Employment Relations Board regulations, you may obtain a review of this dismissal of the charge by filing an appeal to the Board itself within twenty (20) calendar days after service of this dismissal (Cal. Code of Regs., tit. 8, sec. 32635(a)). To be timely filed, the original and five copies of such appeal must be actually received by the Board itself before the close of business (5:00 p.m.) or sent by telegraph, certified or Express United States mail postmarked no later than the last date set for filing (Cal. Code of Regs., tit. 8, sec. 32135). Code of Civil Procedure section 1013 shall apply. The Board's address is:

Public Employment Relations Board
1031 18th Street
Sacramento, CA 95814

If you file a timely appeal of the refusal to issue a complaint, any other party may file with the Board an original and five copies of a statement in opposition within twenty calendar days following the date of service of the appeal (Cal. Code of Regs., tit. 8, sec. 32635(b)).

Service

All documents authorized to be filed herein must also be "served" upon all parties to the proceeding, and a "proof of service" must accompany each copy of a document served upon a party or filed with the. Board itself. (See Cal. Code of Regs., tit. 8, sec. 32140 for the required contents and a sample form.) The document will be considered properly "served" when personally delivered or deposited in the first-class mail postage paid and properly addressed.

Extension of Time

A request for an extension of time in which to file a document with the Board itself must be in writing and filed with the Board at the previously noted address. A request for an extension must be filed at least three calendar days before the expiration of the time required for filing the document. The request must indicate good cause for and, if known, the position of each other party regarding the extension, and shall be accompanied by proof of service of the request upon each party (Cal. Code of Regs., tit. 8, sec. 32132).

Final Date

If no appeal is filed within the specified time limits, the dismissal will become final when the time limits have expired.

Sincerely,

JOHN W. SPITTLER
General Counsel

By _____
DONN GINOZA
Regional Attorney

Attachment

cc: Glenn Rothner
John Hein

PUBLIC EMPLOYMENT RELATIONS BOARD

San Francisco Regional Office
177 Post Street, Suite 900
San Francisco, CA 94108-4737
(415) 557-1350

May 21, 1992

Vladislav V. Shvyrkov
536 Oasis Drive
Santa Rosa, California 94507

Re: **WARNING LETTER**
Vladislav V. Shvyrkov v. California Faculty Association
Unfair Practice Charge No. SF-CO-22-H

Dear Mr. Shvyrkov:

The above-referenced unfair practice charge, filed on November 26, 1991, alleges that the California Faculty Association (Association) failed and refused to represent Charging Party in numerous grievances against the California State University, Sonoma (University). This conduct is alleged to violate Government Code section 3571.1 of the Higher Education Employer-Employee Relations Act (HEERA).

My investigation revealed the following facts. Vladislav V. Shvyrkov, whose field is statistical science, was employed at the University as a part-time lecturer at the University from 1986 through the summer of 1989. In January 1989, Shvyrkov met an undergraduate student named Glenn Savage. After arousing Savage's interest in a certain research subject, Shvyrkov offered to help prepare Savage, a computer programmer rather than statistical scientist, to participate in the Third Annual California State University Student Research Competition and Conference. Shvyrkov provided books and other research materials to Savage. After weekly meetings lasting for about two months, Savage began to prepare an abstract with Shvyrkov's guidance. Savage submitted the registration form for the conference and an abstract, in which he used the word "we" to describe the work done. Shortly thereafter, Shvyrkov received a memorandum from Dean J. T. Doutt stating that the entry had been withdrawn. Doutt had taken this action without first notifying Savage or Shvyrkov. Doutt vowed not "to allow [Shvyrkov] to teach courses for the University in the future" because Shvyrkov had "manipulated" Savage into submitting an abstract which "could not be accepted as being original student work."

On May 8, 1989, Doutt cancelled Shvyrkov's teaching appointment for the summer of 1989. On May 9, 1989, Shvyrkov filed a grievance challenging this action. The Association, through Michael Egan, provided representation to Shvyrkov. The grievance was successful and the University restored Shvyrkov's summer teaching appointment.

On May 30, 1989, Shvyrkov received a letter of reprimand from Dean Doutt concerning Savage's entry. Shvyrkov filed a second grievance on July 12, 1989 ("Grievance II") challenging the letter of reprimand. The Association provided representation in this grievance through all steps of the grievance procedure, but did not appeal the grievance to arbitration. Association Representative Barbara Renteria ceased processing the grievance around December 1989.

The Association asserts that it informed Shvyrkov in March 1990, that it believed no contractual provision existed that would have provided for the removal of the letter of reprimand. - Shvyrkov claims that the Association failed to consider the theory that the letter of reprimand violated Article 10, section 10.19(c) which prohibits reprisals for grievance activity. Shvyrkov indicated that the Association was put on notice of this claim through a fourth grievance filed with Association representation on December 1, 1989 (challenging Dean Doutt's decision to cease offering certain four-unit management courses during the Intersession period, which Shvyrkov was eligible to teach) and his January 17, 1990 response to the University's Level I decision rejecting his December 1, 1989 grievance (see below). It does not appear that Shvyrkov specifically demanded that the Association consider Article 10, section 10.19(c) in connection with Grievance II.

Shvyrkov also alleges that Renteria engaged in certain conduct in regard to this grievance and subsequent ones (see below) which demonstrates a violation of the duty of fair representation. Shvyrkov asserts that at the beginning of her investigation of the grievances, Renteria tried to persuade him to withdraw Grievance II, as well as the others, and when this failed, harassed him by stating that he would be sorry if he chose to pursue the cases. He alleges that Renteria finally brought the cases "to a dead end" when she presented "misleading information" to him in a further attempt to convince him to withdraw his grievances. She told Shvyrkov that Savage had informed her that Shvyrkov had written his abstract. She also told Shvyrkov that Professor G. Johnson had reviewed the student abstract and ascertained that the abstract had been written by Shvyrkov. Shvyrkov alleges that Ray Perth, who replaced Renteria when she went on maternity leave, discovered the "misleading information" presented by Renteria in February 1990.

According to a letter authored by Dr. Duane Dove, Professor of Management, and submitted to the undersigned by Shvyrkov, Renteria replaced Michael Egan, as the Association representative for Shvyrkov, and she lacked the experience and perspective to pursue Shvyrkov's cases vigorously. When Perth replaced

Renteria, he revived Shvyrkov's grievances and actively pursued them. During this period arbitration was scheduled. Renteria then returned to replace Perth. Dove asserts that ultimately Shvyrkov was presented with an unsatisfactory settlement offer from the University on a "take it or leave it" basis. Dove's letter also takes the position that Egan failed to make a minimal investigation of the facts concerning authorship of the Savage abstract and asserts that Savage told him that Egan never interviewed him.

On October 24, 1989, Shvyrkov filed a third grievance ("Grievance III") with Association representation challenging the University's failure to grant him reappointment in the fall of 1989. The theory of Shvyrkov's grievance was that the University violated Article 12, section 12.7, which provides:

> If a temporary employee applies for a subsequent appointment and does not receive one, his/her right to file a grievance shall be limited to allegations of a failure to give careful consideration. Such a grievance would constitute an allegation of a contractual violation and would not be a "Faculty Status Matter" as defined in Article 10 of this Agreement.

Shvyrkov alleges that the decision was made personally by Chairman W. Reynolds and not reviewed by a hiring committee, in violation of the contract. The Association carried this grievance through all preliminary steps of the grievance procedure and appealed the case to arbitration in February 1990.

Shvyrkov filed additional grievances on December 1, 1989 ("Grievance IV") and December 20, 1989 ("Grievance V") with initial representation by Renteria. These grievances, which claimed denials of subsequent teaching appointments, were also eventually appealed to arbitration.

On July 18, 1990, the Association received an offer from the University to settle the grievances. This was promptly communicated to Shvyrkov by Paul Worthman, Associate General Manager of the Association. The settlement offer included salary for the 1989-90 school year, removal of the letter of reprimand, and "careful consideration" for subsequent appointments. In a letter dated July 30, 1990, Shvyrkov rejected the settlement offer stating that, inter alia, the amount of compensation was equal to only 25% of that to which he would have been entitled, the University was demanding that he not seek employment for the 1990-91 school year, he believed that Dean Doutt would still be

capable of denying him an appointment in the future, and the University's settlement offer constituted an acknowledgment that it committed errors in his case. In December 1990, Renteria urged Shvyrkov to accept the offer. Renteria informed Shvyrkov that if he refused the offer Worthman would cancel the arbitration. Shvyrkov contends that this conduct as well as Renteria's previous attempts to have him drop his grievances demonstrates that Renteria had played a "double game" with the University and "had orchestrated the whole process long before it happened."

Shvyrkov appealed Worthman's decision not to arbitrate the grievances based on his rejection of the settlement offer. The Association's Representation Committee heard the appeal but rejected it. In a letter dated April 1, 1991, Joan Edelstein, the Chair of the Representation Committee, stated that the Committee agreed with Worthman's decision not to arbitrate the matter, stating that

> there is little likelihood of prevailing in arbitration on the merits of the dispute, and less likely that an arbitrator would award you full back pay. Given that [the Association] was able to negotiate the reprimand out of the file, obtain partial back pay, and obtain a new and fair consideration for future employment, we concurred with the settlement and the decision not to arbitrate.

In April 1991, the Association, for reasons unknown to Shvyrkov, persuaded the University to renew the July 1990 settlement offer on the same terms. Shvyrkov again rejected the offer. On April 22, 1991, the Association advised Shvyrkov to sign the settlement agreement or it would, once again, withdraw the grievances from arbitration. Worthman offered Shvyrkov the opportunity to provide additional information to support his position. On May 24, 1991, he wrote to Worthman asserting, as noted above, that Renteria had engaged in a "double game" with the University and had "orchestrated the whole process." Shvyrkov concluded with criticism for Worthman's assertions that his cases were "weak," that the compensation offer was "significant", and that were problems concerning the contract language covering personnel files. This information did nothing to persuade the Association to proceed with arbitration.

Shvyrkov returned the proposed settlement agreement with a change which included a doubling of the amount of lost salary. On July 1, 1991, the Association withdrew the grievances from

arbitration, and on the same date it withdrew the July 12, 1989 grievance challenging the letter of reprimand (Grievance II).

Shvyrkov filed additional grievances on September *1,* 1990 ("Grievance VI"), January 10, 1991 ("Grievance VII"), April 24, 1991 ("Grievance VIII"), July 31, 1991 ("Grievance IX"), and October 30, 1991 ("Grievance X"). Each of these grievances challenged the University's failure to grant Shvyrkov an appointment. The undersigned requested that Shvyrkov indicate when requests for representation were made with respect to each of these additional grievances, the description of the controversy provided to the Association, and the nature of the Association's responses. Shvyrkov responded stating that he requested representation with regard to the September 7, 1990 grievance. This request was rejected by Renteria. Shvyrkov forwarded the grievance to someone else in the Association and received a reply letter dated November 19, 1990 stating that the Association assumed Shvyrkov was representing himself in the matter and referred him to the University's Employee Relations Office. Shvyrkov apparently did not pursue the matter.

Based on the facts stated above, the charge as presently written fails to state a prima facie violation of the HEERA for the reasons that follow.

Statute of Limitations

Initially, it must be noted that unfair practice charges must be timely filed. Government Code section 3563.2(a) states, in pertinent part:

> Any employee, employee organization or employer shall have the right to file an unfair practice charge, except that the board shall not issue a complaint in respect of any charge based upon an alleged unfair practice occurring more than six months prior to the filing of the charge.

The charge was filed on November 26, 1991. Claims arising prior to May 26, 1991 are therefore untimely and outside of PERB's jurisdiction. (California State University, San Diego (1989) PERB Dec. No. 718-H; United Teachers - Los Angeles (Farrar) (1990) PERB Dec. No. 797.) It appears that the failure or refusal to process Grievances VI, VII, and VIII occurred prior to May 26, 1991 and must be dismissed as untimely.

Duty of Fair Representation

In order' to state a prima facie case involving a breach of the duty of fair representation, facts must be alleged in the charge indicating how and in what manner the Association refused to process a meritorious grievance for arbitrary, discriminatory or bad faith reasons. In United Teachers of Los Angeles (Collins) (1982) PERB Dec. No. 258, the PERB stated:

> Absent bad faith, discrimination, or arbitrary conduct, mere negligence or poor judgment in handling a grievance does not constitute a breach of the union's duty.
>
> . . . . . .
>
> A union may exercise its discretion to determine how far to pursue a grievance on the employee's behalf as long as it does not arbitrarily ignore a meritorious grievance or process a grievance in a perfunctory fashion. A union is also not required to process an employee's grievance if the chances for success are minimal.

In order to state a prima facie case of arbitrary conduct violating the duty of fair representation, a charging party:

> . . . must, at a minimum, include an assertion of sufficient facts from which it becomes apparent how or in what manner the exclusive representative's action or inaction was without a rational basis or devoid of honest judgment.
>
> (Reed District Teachers Association, CTA/NEA (Reyes) (1983) PERB Dec. No. 332, citing Rocklin Teachers Professional Association (Romero) (1980) PERB Dec. No. 124.)

In this case, the charge fails to demonstrate that the Association's decision not to pursue Grievances II, III, IV, and V through arbitration was without a rational basis or devoid of honest judgment. The decision not to arbitrate the grievances must be viewed in light of the settlement offer negotiated by the Association and presented to Shvyrkov. This offer resulted in a substantial, if not total, resolution of Grievance II, provided partial compensation for lost teaching appointments, and a promise to acknowledge and adhere to the contract regarding

future appointments. The evidence does not demonstrate that this was negotiated in bad faith or was tantamount to refusing to process a meritorious grievance. Although Shvyrkov was entitled personnally to view this settlement as unsatisfactory, the Association's refusal to proceed with arbitration has not been shown to be arbitrary, discriminatory, or in bad faith. The Association was entitled to exercise discretion in determining how far to proceed with the grievances, and, based on the facts alleged, did not ignore meritorious grievances or handle them in a perfunctory manner. (United Teachers of Los Angeles (Collins), supra, PERB Dec. No. 2 58.)

The charge does allege that Renteria acted in bad faith by first seeking to have Shvyrkov withdraw his grievances and presenting misleading information to him concerning her investigation to further her purpose, however, these allegations are insufficient to demonstrate that the Association breached its duty of fair representation. This conduct occurred at the outset of the grievances in the fall of 1989. Subsequent to that time, Perth replaced Renteria for a period of time and was successful in moving the grievances forward. In addition, Shvyrkov responded to Worthman, rather than Renteria, when the settlement offer was first made in July 1990 and it appears to have been Worthman's, rather than Renteria's, decision not to arbitrate the grievances. Ultimately, the Association was in a position to proceed with arbitration of all of the grievances, except Grievance II, which it asserted to lack merit, but which would have been substantially resolved through the acceptance of the settlement. Therefore, Renteria's conduct had little or no impact on the ultimate decision to withdraw the grievances. Moreover, the allegation that Renteria "orchestrated the whole process" and engaged in a "double game" with the University to compromise his grievances is conclusory and lacking in supporting evidence.

Although it appears that the Association's refusal to process Grievance IX and Grievance X may be timely, no facts are alleged to demonstrate that the Association refused to process these grievances (or, for that matter the untimely Grievances VI, VII and VIII) for arbitrary, discriminatory or bad faith reasons. In a letter dated May 6, 1992, the undersigned requested Shvyrkov to provide evidence of when he made his requests for representation, the evidence of a violation that he provided to the Association, and the response he received to each of his requests. Shvyrkov failed to respond with the evidence as to these grievances necessary to demonstrate a breach of the duty of fair representation.

For these reasons, the charge as presently written does not state a prima facie case If there are any factual inaccuracies in

this letter or any additional facts that would correct the deficiencies explained above, please amend the charge accordingly. The amended charge should be prepared on a standard PERB unfair practice charge form clearly labeled First Amended Charge. contain all the facts and allegations you wish to make, and must be signed under penalty of perjury by the charging party. The amended charge must be served on the respondent and the original proof of service must be filed with PERB. If I do not receive an amended charge or withdrawal from you before May 29, 1992, I shall dismiss your charge. If you have any questions, please call me at (415) 557-1350.

Sincerely,

DONN GINOZZA
Regional Attorney